

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

FAIR ISAAC CORPORATION

Plaintiff,

v. Court File No. 16-cv-1054 (WMW/DTS)

FEDERAL INSURANCE COMPANY,
an Indiana corporation, and ACE
AMERICAN INSURANCE COMPANY,
a Pennsylvania corporation,

Defendants.

VIDEO DEPOSITION OF

THOMAS CARRETTA

MARCH 22, 2019

9:31 A.M.

EXHIBIT

2

<p>1 A. It depends on the context.</p> <p>2 Q. Do you know whether that was the case in this</p> <p>3 situation?</p> <p>4 A. There was a salesperson definitely who was</p> <p>5 contacting various elements of the Chubb</p> <p>6 Corporation. There were several people actually,</p> <p>7 and depends on what part of the world they're in,</p> <p>8 but there may be other people that are interacting</p> <p>9 that might be considered primary. Depends on what</p> <p>10 part of the organization.</p> <p>11 So if there was an engineer of Chubb &</p> <p>12 Sons in the United States entering a log ticket,</p> <p>13 he might have a conversation with somebody in the</p> <p>14 maintenance organization and that person would be</p> <p>15 the primary contact. So it depends on the</p> <p>16 purpose, and you haven't defined the purpose.</p> <p>17 Q. Okay. Mike Sawyer was the client partner for much</p> <p>18 of the Chubb/FICO relationship, correct?</p> <p>19 A. He was the client partner for the United States</p> <p>20 elements of Chubb & Sons, and then if there were</p> <p>21 opportunities outside of Chubb & Sons, he would</p> <p>22 probably be the person that would contact them,</p> <p>23 yes.</p> <p>24 Q. And he was -- do you understand that he was sort</p> <p>25 of the primary point person at FICO for Chubb?</p>	<p>1 clause that says we only do it if we have a</p> <p>2 written Statement of Work.</p> <p>3 Q. And so the significance of that statement, I take</p> <p>4 it, is that you don't believe that chatter between</p> <p>5 low-level people should bind FICO?</p> <p>6 MS. KLIEBENSTEIN: Objection, calls for a</p> <p>7 legal conclusion.</p> <p>8 THE WITNESS: They're not authorized to bind</p> <p>9 us.</p> <p>10 BY MS. JANUS:</p> <p>11 Q. Okay. So statements made by FICO to Chubb by the</p> <p>12 salespeople are not binding on FICO?</p> <p>13 A. Well, by the agreement of the parties, it has to</p> <p>14 be written. And so they'll have conversations and</p> <p>15 say, I have this problem, do you have a solution;</p> <p>16 well, we might be able to do it like this. So</p> <p>17 there's engagement going on, but it's not work.</p> <p>18 In that sense, it's trying to identify problems,</p> <p>19 potential solutions.</p> <p>20 If they find a solution that the client,</p> <p>21 in this case Chubb & Sons, wants to pursue, they</p> <p>22 would enter into a written Statement of Work. So</p> <p>23 no, that conversation is not binding. It's just</p> <p>24 normal conversation.</p> <p>25 Q. What about conversations about uses outside of the</p>
<p>Page 40</p> <p>1 A. For the United States.</p> <p>2 Q. So Chubb in Europe may have had other point</p> <p>3 people, but for the United States, Mike Sawyer?</p> <p>4 A. Yeah, it's just a matter of geographic</p> <p>5 convenience.</p> <p>6 Q. Okay. What about Russ Schreiber, is he a</p> <p>7 lower-level person?</p> <p>8 A. Russ was Mike Sawyer's boss, so he's up a level.</p> <p>9 Q. Okay. And would you characterize him as a</p> <p>10 lower-level person?</p> <p>11 A. No.</p> <p>12 Q. What was his position?</p> <p>13 A. He was the manager for the insurance group.</p> <p>14 Q. Now, you said there could be chatter between</p> <p>15 lower-level people or low-level people. What is</p> <p>16 the significance of that to you? Why did you say</p> <p>17 that?</p> <p>18 A. Because our agreement with Chubb was if we're</p> <p>19 going to do work for you it has to be in a</p> <p>20 Statement of Work, and that's for everybody's</p> <p>21 benefit because, you know, we want to make sure</p> <p>22 we're operating within the agreement of what we're</p> <p>23 going to provide; and Chubb doesn't want us to do</p> <p>24 any work that isn't authorized because it can</p> <p>25 create problems, and so that's why they have a</p>	<p>Page 42</p> <p>1 United States being within the scope of the</p> <p>2 license, are those binding?</p> <p>3 A. No, the only things that are binding are what's in</p> <p>4 the contracts because that's part of the deal that</p> <p>5 Chubb wanted, is they said, we don't want to be</p> <p>6 responsible and FICO doesn't want to be</p> <p>7 responsible, it must be in a written agreement.</p> <p>8 Q. So as far as you're concerned, Mike Sawyer or Russ</p> <p>9 Schreiber could have had as many conversations as</p> <p>10 they wanted with Chubb people saying, go ahead,</p> <p>11 use it in Europe, use it in Canada, we'll help you</p> <p>12 use it in Europe, we'll help you use it in Canada,</p> <p>13 but those aren't binding on FICO. Is that your</p> <p>14 position?</p> <p>15 MS. KLIEBENSTEIN: Objection, calls for</p> <p>16 speculation and I think we're way outside of the</p> <p>17 30(b)(6) topic with this line of questioning. You</p> <p>18 can answer that if you can.</p> <p>19 THE WITNESS: Well, it really is speculating.</p> <p>20 BY MS. JANUS:</p> <p>21 Q. I'm asking the question.</p> <p>22 A. Our people know that they have to have written</p> <p>23 Statements of Work or they have to have license</p> <p>24 agreements, and we have a policy that says that;</p> <p>25 and then we follow the client's policy which --</p>